

Weber County Parks and Recreation
Riverdale Pavilion License to Use

This agreement made this _____ between Weber County, hereafter called COUNTY,
(Today's Date)

and _____ of
(Your Name)

_____,
(Address) (Phone)

hereafter called LICENSEE, for the license to use the Riverdale Pavilion located on the Fairgrounds on

_____ for the purpose of _____.
(Date of Rental) (Event - Be Specific)

Reservation time request: *Times cannot be adjusted to accommodate a reservation.

Please Circle One

8AM – 2PM – \$50

3PM – 9PM/DUSK - \$50

8AM – DUSK (FULL DAY RENTAL) - \$100

1. General information: Payment for license to use the Pavilion is due and payable to the Recreation office at the time of the signing of this license to use. Cancellations will be honored 14 days prior to use time with a \$15 reservation fee being withheld from the refund for a partial day rental, \$30 from the full day rental. No refunds will be given for cancellations made later than 14 days prior to the use time. The Pavilion closes at dusk therefore activities are not allowed to continue after sundown.
2. COUNTY reserves the right to cancel this license to use by providing written cancellation 14 days in advance of the scheduled event. Any deposit paid for the license to use will be returned to LICENSEE in full.
3. LICENSEE shall not enter the pavilion area earlier than one hour prior to the scheduled use time and will promptly vacate at the conclusion of the scheduled time. No participant of one group shall infringe on the use time of another group. Should this occur, the LICENSEE will forfeit awarded time for the remainder of the license to use and not receive a refund in full or in part.
4. No LICENSEE is permitted to sublet use time to another group. Any cancellations will be filled by the Parks and Recreation office personnel.
5. Any participant whose behavior is deemed by the Parks staff, in their sole discretion, to be dangerous or obnoxious to others using the facility, shall be barred from the facilities, asked to vacate the facilities and will forfeit the remainder of the use time and not receive a refund in full or in part.
6. As per Ogden City's noise ordinance, (12-14-6-D-1-a): no person shall operate a sound amplification device or musical instrument between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. in a way that is clearly audible at the property line of a residential premises.
7. Only alcoholic beverages of 5 per centum of alcohol or less are allowed. Alcoholic beverages in kegs, barrels, or containers larger than 32 oz. are not allowed. Anyone found violating this rule will be asked to leave the facility and will not receive any refund of fees paid.

8. Glass bottles are not allowed on the premises.
9. LICENSEE is responsible for replacement costs of damages to the facility licensed during the LICENSEE's contracted time, due to the LICENSEE or participants with LICENSEE's party actions.
10. If it is deemed by the COUNTY that the LICENSEE has misrepresented the nature of the event that this Licensee Agreement addresses, the COUNTY may refuse to permit the event and/or terminate the agreement and the LICENSEE will forfeit any deposit made for said event.
11. Neither party shall be liable for damages due to the delay or failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of such party. Such circumstances shall include, but are not be limited to, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.
12. LICENSEE hereby assumes all liability for any claim, injury or damage that occurs in, on, or about the premises used by the LICENSEE or arising out of LICENSEE's performance of this agreement. LICENSEE hereby agrees to indemnify and save harmless Weber County, it's officers, agents and employees, from and against any and all claims resulting from the use of premises by the LICENSEE, the LICENSEE's invitees, licensees, agents and employees.
13. WORKER'S COMPENSATION (Please initial the one applicable to your event):
 - ____A. LICENSEE's WITH EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE agrees to secure workers' compensation insurance for any employee or contractor working to produce this event (Utah Law, 35-1-46).
 - ____B. LICENSEE's WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE certifies that LICENSEE is a sole proprietor or business entity without any employees or sub-contractors, and is therefore not subject to worker's compensation insurance requirements. LICENSEE agrees to defend, indemnify and hold harmless the COUNTY from and against any and all workers' compensation claims.
14. SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this license to use is held by the courts to be illegal or otherwise invalid, the validity of the remaining portions of provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the license to use did not contain the particular part, term, or provision held to be invalid.
15. This license to use constitutes the entire license to use between the COUNTY and the LICENSEE and any prior understanding or representation of any kind preceding the date of this license to use shall not be binding upon either party except to the extent incorporated in this license to use.

In witness of the license to use between them, the parties have executed this license to use at Ogden City, Weber County, Utah, on the day and year first written above.

Todd Ferrario, Director

Licensee

Date

Date